

Amendment # 1

This is an Amendment to the Contract and QPA# 9782 entered into by and between IDOA/PEN Products (hereinafter referred to as "State") and Pop's Pepper Patch (hereinafter referred to as "Contractor") dated June 21, 2005. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

To amend the following clause to the existing contract:

This contract shall be effective for a period of two (2) years. It shall commence on June 21, 2005 and shall remain in effect through June 20, 2007. There may be a renewal for two more years at the State's option.

Total amount of this action is \$0.00.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Ethics Obligations. The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>>>>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the contractor may be subject to penalties under Indiana Code 4-2-6-12.

COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT

As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

6/27/2005 10:11 AM

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

Signature: [Signature]
Printed Name: Bill H. KAWAAT
Title: PRESIDENT
Date: 07/11/05

State of Indiana Agency:

Signature: [Signature]
Printed Name: CINDI ATKINSON
Title: Sr. Purchasing Administrator
Date: 7/13/05

Department of Administration

[Signature]
Earl A. Goode
Commissioner
Date: 8/12/05